

Exhibit B



GOLD'S GYM.

Milwaukee

731 N Water Street, Suite 200

Milwaukee, WI 53202

MEMBERSHIP AGREEMENT

One Authority Since 1965

Date: 08/28/2015	Member#: MKE1730	Primary Member Last Name: Mckinney	First Name: Jacob	Middle Initial: M	Gender: M
4148404457				04/15/1992	
Cell Phone Number: 3556 S QUINCY AVE	Email Address:	Social Security #: MILWAUKEE	Driver's License #: WI	Birthdate: 53207	
Street Address: 4457	City:	State:	Zip Code:		
Home Phone Number:	Work Phone Number:	Employer:			
Emergency Contact Name:	Emergency Phone Number:				

This contract covers the membership purchase in Gold's Gym Milwaukee (hereinafter "Gold's"), 731 N Water Street, Suite 200, Milwaukee, WI 53202

Membership Starts: 08/28/2015

Initial Term Ends: 08/28/2017

Monthly Dues Start: 08/28/2015

Monthly Dues Amount: \$14.99

NOTES

Enrollment Fee: \$99.00

Prorated Dues: NA

Prepaid 1st Month Dues: \$14.99

Total Due Today: \$113.99

Notice of dues renewal: This Membership Agreement (this "Agreement") will renew automatically on a month-to-month basis at the end of the initial term referred to above, with monthly dues to be paid in the amount equal to the dues in effect at that date. Gold's Gym reserves the right to change the amount of dues and charges payable hereunder at anytime after the end of the initial term referred to above. Member may cancel this Agreement at any time after the initial term referred to above, by written notice to Gold's Gym complying with the provisions set forth on the reverse side of this Agreement. Cancellation shall be effective on the next monthly dues payment date; provided, that any such notice of cancellation that is not received by Gold's Gym at least 30 days prior to such next monthly dues, payment shall be effective on the next succeeding monthly dues payment date.

Member Initials

BUYER'S RIGHT TO CANCEL

If you wish to cancel this Agreement, you may cancel by making or delivering written notice to the Home Gym. The notice must say that you do not wish to be bound by this Agreement and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed by certified mail, return receipt requested, addressed to the Home Gym at the address set forth at the beginning of this Agreement, to the attention of the General Manager. If canceled within three business days, you will be entitled to a refund of all moneys paid. You may also cancel this Agreement if the Home Gym moves or goes out of business and fails to provide alternative facilities within 5 miles of the location of the Home Gym designated in this Agreement. You may also cancel if you become disabled, and your estate may cancel in the event of your death. You must prove such disability by a doctor's or nurse practitioner's certificate, and Gold's Gym may also require you to submit to a physical examination by a doctor or nurse practitioner agreeable to you and Gold's Gym. If you cancel after the three business days, Gold's Gym may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received.

Annual Enhancement Fee: I understand that on 10/28/2015, and every six months thereafter, Gold's Gym will deduct in addition to my monthly dues or annual renewal fee, \$ \$29.00 from the account information provided on the membership agreement.

Member Initials

EXPRESS WRITTEN CONSENT TO RECEIVE TELEMARKETING CALLS & TEXTS: by initialing below, member authorizes club facility and/or its service providers, including, without limit, ABC Financial Services, Inc. to deliver, or cause to be delivered to member, at the telephone numbers provided by member in this agreement, telemarketing calls, informational calls, telemarketing texts and similar communications using an automatic telephone dialing system or an artificial prerecorded voice. Member acknowledges that he/she is not being required to execute this consent (directly or indirectly) as a condition of purchasing any goods or services.

Member Initials

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-signs this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Name of Legal Guardian: Address: 3556 S QUINCY AVE MILWAUKEE, WI 53207

Guaranty: Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to Gold's Gym under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold's Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

Guarantor's Name: Jacob Mckinney Address: 3556 S QUINCY AVE MILWAUKEE, WI 53207

Do not sign this Agreement until you have read both sides. The terms on each side of this form are a part of this Agreement. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) This Agreement is a contract that will become legally binding upon its acceptance by Gold's Gym, (B) Member has examined the gym facilities and accepts them in the present condition, (C) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement and (D) The effective date of membership hereunder shall be within six months after the date of Member's signature below. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

<input checked="" type="checkbox"/> Member Signature	Date: 08/28/2015	<input checked="" type="checkbox"/> Employee Name	Employee ID No.	Date: 08/28/2015
<input checked="" type="checkbox"/> Legal Guardian Signature	Date: 08/28/2015	<input checked="" type="checkbox"/> Guarantor Signature		Date: 08/28/2015

Notice: See other side for important information.

Primary Credit Card

Card Type [VISA]

Card Number [***4250]; Expiration

[Jacob Mckinney]

I wish to make my payments to Gold's Gym through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I agree to pay a fee of \$19.50, and when applicable, a late charge as well as any other charges allowed by law for any EFT or credit card charge not honored by my bank or credit card company. I understand that Gold's Gym may, upon written notice, change the date that my monthly dues are debited from my account.

Signature of Account Holder: Case 2:16-cv-00539-JPS Filed 05/04/16 Page 2 of 3 Document 1-2

GENERAL: Member has joined the Home Gym designated on the reverse side of this Agreement (the "HomeGym"). Gold's Gym may allow Member to use other Gold's Gym facilities at its sole discretion. Gold's Gym reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Gold's Gym and may be changed at any time in its sole discretion. Gold's Gym expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Gold's Gym International, Inc. and its subsidiaries. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property.

DEFAULT: Member shall be in default under the terms of this transaction for nonpayment, as defined in Section 425.108(2), Wis. Stats., or upon breach or failure to observe any other covenant of this transaction. Upon default, Seller may, at its option, without notice declare the entire obligation remaining unpaid immediately due and payable, unless notice and opportunity to cure is required by Sections 425.104 and 425.105 Wis Stats., in which case said amounts shall become immediately due and payable if the default is not cured within the 15 day period allowed therein. Should member default, member agrees to pay all costs of collection, including agency fees, court costs, and reasonable attorney fees, all of which may be paid or incurred by the holder of this note.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Gold's Gym's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member acknowledges receipt of a copy of the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Gold's Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Gold's Gym may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Gold's Gym's facilities, unless such a document is first submitted and approved by the management of Gold's Gym.

LIABILITY FOR PERSONAL PROPERTY: Gold's Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold's Gym's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Gold's Gym for any damage to Gold's Gym's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

Default. You will be in default if you do not pay Gold's Gym as required under the terms of this contract. Gold's Gym may get a court judgment against you for what you still owe and you agree to pay any court costs and reasonable attorney's fees involved in collecting this contract. Any judgment shall bear interest at the highest rate allowed by law.

RELOCATION CANCELLATION: Member may cancel this Agreement with a 30 day written notice prior to monthly dues date, if Member permanently moves his or her principal residence to location that is more than 25 miles from the location of the Home Gym, unless Gold's Gym has another gym facility that is not more than 25 miles from Member's new principal residence and transfers Member's membership privileges to such facility (or an agreement with any affiliated Gold's gym that is not more than 25 miles from Member's new principal residence allowing Member to transfer his membership privileges to such gym); provided, that Member shall provide proof to Gold's Gym (which shall be satisfactory to Gold's Gym in its sole discretion) of Member's new address, new telephone number, the name and address of Member's new employer, if any, and that Member's move is permanent. There will be a \$50 processing fee for all relocation cancellations within the initial term of this agreement excluding valid military transfers.

Cancellation Procedures: To effect any such cancellation, Member must deliver written notice to Gold's Gym in accordance with the provisions regarding notices set forth under "Miscellaneous", below. Such notice shall be accompanied by any membership cards or other documents or evidence of membership previously delivered to Member. Cancellation shall be effective on the next monthly dues payment date (provided, that any such notice of cancellation that is not received by Gold's Gym at least 30 days prior to such next monthly dues payment date shall be effective on next succeeding monthly dues payment date). Member's account must be current and in good standing before Gold's Gym will process any such request to cancel.

No Other Right to Cancel, Including for Non-Use of Facilities: This Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Gold's Gym.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Gold's Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Gold's Gym's facilities. Member acknowledges that Gold's Gym has not given Member any medical advice before Member joined Gold's Gym and cannot give Member any such advice after Member joins Gold's Gym, whether related to Member's physical condition and ability to use the facilities and services of Gold's Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using Gold's Gym's facilities.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of Gold's Gym's facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against Gold's Gym International, Inc., any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury (and no such person shall be liable to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (i) injuries arising from use of any exercise equipment, machines and tanning booths, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, running tracks, swimming pools, hot tubs, courts or other areas of any Gold's gym, (iii) injuries or medical disorders resulting from exercising at any Gold's gym, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons and (iv) accidental injuries within any Gold's Gym facilities, including locker rooms, steam room, whirlpools, hot tubs, spas, saunas, showers and dressing rooms. Member acknowledges that (x) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (y) Gold's Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Gold's Gym International, Inc., any of its subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify each of Gold's Gym International, Inc., its subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any Losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

MISCELLANEOUS: (i) This Agreement shall be governed by the internal laws of the State of Virginia without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Gold's Gym. Consent may be withheld in Gold's Gym's absolute discretion, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (v) all notices permitted or required to be given to Gold's Gym hereunder shall be given by personal delivery to the General Manager of the Home Gym or by certified mail, return receipt requested, addressed to the Home Gym at the address set forth at the beginning of this Agreement, to the attention of the General Manager.

Gold's Gym International, Inc. or any related entity is not the owner or operator of this Gold's Gym facility. The owner of this facility has been licensed by Gold's Gym International, Inc. to use the Gold's Gym marks in connection with its operation. Neither Gold's Gym International, Inc. Nor any related entity is contractually or otherwise liable to you being that the owner is liable for debts and obligations of this facility.